lawful right of a person, if such drainage does not unnecessarily or unreasonably injure his neighbor. See also *O'Brien v. City of St. Paul*, 25 Minn. 355.

EQUITY—SPECIFIC PERFORMANCE—CONTRACT TO MAKE A WILL.—LAIRD ET AL. V. VILA ET AL., 100 N. W. 656 (MINN.).—*Held*, that when a party has legally bound himself to will his property to minor relatives in consideration that the beneficiaries shall assume a peculiar and domestic relation to the promisor, and render him services of a character to make it impossible to estimate their value by any pecuniary standard, and the agreement is executed on behalf of the promisee and beneficiaries, a specific performance of the contract will be decreed.

A person may make a valid contract to devise his lands in a particular way. *Parsell v. Stryker*, 41 N. Y. 480; *East v. Solihite*, 72 N. C. 562. And specific performance on such contracts may be had. *Burns v. Smith*, 21 Mont. 251; *Johnson v. Hubbell*, 10 N. J. Eq. 332. Especially is this so where through trust in the agreement improvements have been put upon the land. *Harman v. Harman*, 70 Fed. 894; *Erwin v. Erwin*, 139 N. Y. 616. And it may be the same even though the contract be parol. *Brown v. Sutton*, 129 U. S. 238; *Walters v. Walters*, 132 Ill. 467; *contra*, *Morgan v. Tillet*, 55 N. C. 39. There are cases almost identical with the one under discussion. *Sharkey v. McDermott*, 91 Mo. 647; *Godine v. Kidd*, 64 Hun 585. A few jurisdictions do not follow the general rule. *Stafford v. Bartholomew*, 2 Ind. 153; *Hazelton v. Reed*, 46 Kan. 73. And even Illinois has held that such an agreement cannot be specifically enforced on account of injustice to the heirs. *Woods v. Evans*, 113 Ill. 186.

FIXTURES—OIL LEASE—REMOVAL ON DEFAULT.—GARTLAN ET AL. V. HICKMAN, 49 S. E. 14 (W. VA.).—Engines, oil-well rig, tanks, pipes, etc., were placed on land under a lease, in which it was agreed that lessees should have the privilege of removing them at any time. The lease was forfeited and terminated for non-payment of rental. *Held*, that the machinery did not become part of the realty.

There is a difference of opinion as to cases parallel to the above where there was no agreement for removal. *Roseville A. Min. Co. et. al. v. Iowa Gulch Min. Co.*, 15 Colo. 29; *Conrad v. Saginaw Min. Co.*, 54 Mich. 249; *Heffner v. Lewis*, 73 Pa. St. 302. The agreement between the parties to consider what might be realty as personalty will be enforced. *Fratt v. Whittier*, 58 Cal. 126; *Hunt v. Bay State Iron Co.*, 97 Mass. 279. Agreements could not effect the rights of bona fide purchasers. *Roswand v. Anderson*, 33 Kan. 264; *Bartholomew v. Hamilton*, 105 Mass. 239. Nor is an agreement conclusive if serious damage would result to the freehold by their removal. *Ford v. Cobb*, 20 N. Y. 344; *Sword v. Low*, 122 Ill. 487. Abandonment of the premises before the expiration of the lease is not waiver of the right to remove fixtures where they were placed on the land with the intention of removing. *Conde v. Lee*, 171 N. Y. 662. Chattels placed on agricultural lands, to become fixtures, must be germane to farming purposes. *Perkins v. Swank*, 43 Mass. 349; *McJunken v. Dupree*, 44 Tex. 500.

GUARANTY—CONSTRUCTION.—MCAFEE V. WYCKOFF, 89 N. Y. SUPP. 996.—*Held*, that a guaranty of payment by a vendee for goods to be manufactured by the vendor "as per contract," extended only to the price of goods actually delivered and was not a guaranty for breach of contract.